

ARTICLE I

COMPTROLLER'S FINDINGS

The Comptroller finds, and the Bank neither admits nor denies, the following:

(1) The OCC's examination findings establish that the Bank has failed to make acceptable substantial progress toward correcting previously identified BSA/AML problems that were previously brought to its attention relating to due diligence practices and customer risk assessment in the Bank's Wholesale Banking Group resulting in a violation of 12 U.S.C. § 1818(s).

(2) The OCC's examination findings also establish that critical internal control deficiencies in the Wholesale Banking Group's BSA/AML compliance program resulted in an internal control pillar violation (12 C.F.R. § 21.21(d)(1)) based on the following:

- (a) The Bank's BSA/AML customer risk assessment practices across the Wholesale Banking Group line of business within the Bank are not effective;
- (b) The Bank's customer due diligence practices within the Wholesale Banking Group line of business are unsatisfactory;
- (c) Relationship staff and front-line monitoring efforts are less than satisfactory in the Wholesale Banking Group line of business; and
- (d) Governance and oversight practices are not effective as evidenced by management's failure to fully address previously cited BSA/AML problems within the Wholesale Banking Group.

Pursuant to the authority vested in him by the Federal Deposit Insurance Act, as amended, 12 U.S.C. § 1818(b), the Comptroller hereby ORDERS that:

ARTICLE II

COMPLIANCE COMMITTEE

(1) The Board shall appoint and maintain a Compliance Committee of at least three (3) members, of which a majority shall be directors who are not employees or officers of the Bank or any of its subsidiaries or affiliates. The Compliance Committee shall be responsible for overseeing and monitoring the Bank's adherence to the provisions of this Order. The Compliance Committee shall meet at least monthly and maintain minutes of its meetings.

(2) Within thirty (30) days after the determination of no supervisory objection to the Action Plan described in Article III, and thereafter within thirty (30) days after the end of each quarter, the Compliance Committee shall submit a written progress report to the Examiner-in-Charge at the Bank ("Examiner-in-Charge") setting forth in detail the actions taken to comply with each Article of this Order, and the results and status of those actions, including improvements to the BSA/AML compliance program covering the Wholesale Banking Group.

(3) A copy of the Compliance Committee's report shall also be forwarded to the Board and shall be reviewed by the Board at its next regularly scheduled meeting following submission of such report to the Examiner-in-Charge.

ARTICLE III

COMPREHENSIVE BSA/AML ACTION PLAN

(1) Within sixty (60) days of the effective date of this Order, the Bank shall submit to the Examiner-in-Charge for review and determination of no supervisory objection by the Deputy Comptroller for Large Bank Supervision ("Deputy Comptroller") a plan containing a detailed

description of the actions that are necessary and appropriate to achieve full compliance with Articles IV through VII of this Order (“BSA/AML Action Plan” or “Plan”). The Plan shall specifically include assessments of the Wholesale Banking Group’s BSA/AML compliance program organizational structure, accountability and oversight, staffing requirements, internal controls (including first and second line of defense quality assurance testing), customer due diligence processes, customer risk assessment processes, front-line monitoring, and the BSA/AML training regimen. The Bank shall implement the BSA/AML Action Plan upon the Deputy Comptroller’s issuance of a written determination of no supervisory objection. In the event the Deputy Comptroller requires the Bank to revise the Plan, the Bank shall promptly make and the Board shall approve necessary and appropriate revisions and resubmit the BSA/AML Action Plan to the Examiner-in-Charge for review and determination of no supervisory objection by the Deputy Comptroller. Following implementation, the Bank shall not take any action that will cause a significant deviation from, or material change to, the BSA/AML Action Plan unless and until the Bank has received a prior written determination of no supervisory objection from the Deputy Comptroller. The Board shall ensure that the Bank achieves and thereafter maintains compliance with this Order, including, without limitation, successful implementation of the BSA/AML Action Plan. The Board shall further ensure that, upon implementation of the BSA/AML Action Plan, the Bank achieves and maintains an effective BSA/AML compliance program for the Wholesale Banking Group, in accordance with the BSA and its implementing regulations. In each instance in this Order in which the Board is required to ensure adherence to or undertake to perform certain obligations of the Bank, it is intended to mean that the Board shall:

- (a) Authorize and adopt such actions on behalf of the Bank as may be necessary for the Bank to perform its obligations and undertakings;
- (b) Require the timely reporting by Bank management of such actions directed by the Board to be taken under this Order;
- (c) Provide for periodic, independent assessments of management's remediation efforts, complete with formal, written reporting of results;
- (d) Require corrective action be taken in a timely manner for any non-compliance with such actions; and
- (e) Follow-up on any non-compliance with such actions in a timely and appropriate manner.

(2) The BSA/AML Action Plan must specify timelines for completion of each of the requirements of Articles IV through VII of this Order. The timelines in the BSA/AML Action Plan shall be consistent with any deadlines set forth in these Articles, unless modified by written agreement with the Deputy Comptroller. Any deviations from specified timelines subsequent to the issuance of this Order must be approved in advance by the Deputy Comptroller.

(3) The BSA/AML Action Plan must include a detailed description of the actions that are necessary and appropriate to achieve full compliance with all outstanding BSA/AML Matters Requiring Attention issued to the Wholesale Banking Group.

(4) Upon request by the Deputy Comptroller or the Examiner-in-Charge, the Bank shall modify the BSA/AML Action Plan to address any additional Matters Requiring Attention concerning BSA/AML matters, or citations of violations of law concerning BSA/AML matters, which the OCC may issue to the Bank following the effective date of this Order.

(5) The Bank shall ensure that it has sufficient processes, personnel, and control systems to implement and adhere to this Order. The BSA/AML Action Plan must specify in detail staffing plans that are necessary to achieve and maintain full, ongoing compliance with Articles IV through VII of this Order.

(6) Within ten (10) days of this Order, the Bank shall designate an officer to be responsible for coordinating and submitting to the OCC the written plans, reports, and other documents required to be submitted under the terms and conditions of this Order.

ARTICLE IV

BSA/AML CUSTOMER RISK ASSESSMENT

(1) As required by Article III, the Bank shall conduct a comprehensive assessment of the Wholesale Banking Group's BSA/AML risk of customer relationships. The comprehensive risk assessment of customer relationships shall include:

- (a) A BSA/AML customer risk-rating methodology to identify and review all elements of customer relationships across the Wholesale Banking Group and other lines of business, regions and countries (as permitted by jurisdiction) as applicable;
- (b) The methodology should assess inherent BSA/AML risk holistically for Wholesale Banking Group customer relationships spanning multiple lines of business, if applicable. This methodology shall result in the development of a comprehensive approach to quantifying BSA/AML risk for new and existing customers of the Wholesale Banking Group. The quantification of risk shall encompass a customer's entire relationship

with the Bank, include the purpose of the account, actual or anticipated activity in the account (e.g., type, volume, and value (number and dollar) of transaction activity engaged in), nature of the customer's business or occupation, customer location (e.g., customers' geographic location, where they transact business, and have significant operations), types of products and services used by the customer, material changes in the customer's relationship with the Bank, as well as other factors discussed within the FFIEC BSA/AML Examination Manual;

- (c) The customer risk assessment methodology shall be reassessed periodically, the timeframe for which shall not exceed twelve months, or whenever there is a significant change in BSA/AML risk within the Wholesale Banking Group. The BSA/AML customer risk assessment methodology shall also be reviewed by internal audit for the adequacy of identification of risk; for controls to manage identified risks; for gap analyses where controls are not sufficient; and for action plans to address gaps.

(2) Within sixty (60) days of completing the assessment required pursuant to paragraph (1) of this Article, the Bank shall integrate any recommended remediation into the Action Plan required by Article II. If the Examiner-in-Charge recommends changes to the assessment, the Bank shall incorporate those changes or suggest alternatives that are acceptable to the Examiner-in-Charge.

ARTICLE V

CUSTOMER DUE DILIGENCE AND ENHANCED DUE DILIGENCE

(1) Within ninety (90) days of the effective date of this Order, the Bank shall ensure that appropriate customer due diligence policies, procedures, processes, and training for the Wholesale Banking Group are developed. Customer due diligence shall be commensurate with the customer's risk profile, and sufficient for the Wholesale Banking Group to develop an understanding of normal and expected activity for the customer's occupation or business operations. The customer due diligence process shall include the following items:

- (a) Information regarding the client's/customer's relationships within the Wholesale Banking Group. This includes accounts within multiple lines of business, regions, and countries (as permitted by jurisdiction). The relationship includes information obtained on owners, principals, signers, subsidiaries, affiliates, and parties with the ability to manage or control the account or client (in accordance with the FFIEC BSA/AML Examination Manual and the Interagency Guidance on Beneficial Ownership Information (OCC 2010-11), as well as industry standards);
- (b) An electronic due diligence database, which includes information specified in subparagraph (a) above, that is readily accessible to the relationship manager or other parties responsible for the customer relationship, BSA/AML compliance personnel, suspicious activity monitoring alert analysts and investigators, and quality control and assurance personnel;

- (c) Customer due diligence shall be periodically updated to reflect changes in the customer's behavior, activity profile, derogatory information, periodic reviews of the customer relationship, or other factors that impact the BSA/AML risk for the client. The periodic updates shall be documented, and subject to quality assurance processes;
- (d) The client relationship BSA/AML risk shall be detailed in the customer due diligence record, along with the supporting factors, including transaction activity, geographies involved, and front-line monitoring results, among others;
- (e) Specialized or enhanced due diligence for higher risk clients and/or products and services shall be implemented across the Wholesale Banking Group. These due diligence standards shall comply with the FFIEC BSA/AML Examination Manual, the Interagency Guidance on Beneficial Ownership Information (OCC 2010-11), as well as industry standards; and
- (f) Processes to periodically review, based on the relationship risk, the type, volume, and value of customer activities in relation to normal and expected levels. The purpose of these reviews shall be to determine if the customer's activity is reasonable, that customer due diligence is current and complete, and the customer risk rating is accurate. These reviews shall be documented and quality assurance processes must ensure the reviews are comprehensive and accurate. Standards and processes shall be established for elevating reviews for additional management consideration

regarding increased monitoring, additional due diligence, or account closure.

(2) Upon completion, the Bank shall submit its policies and procedures for customer due diligence to the Examiner-in-Charge. If the Examiner-in-Charge recommends changes to the policies or procedures, the Bank shall incorporate those changes or suggest alternatives that are acceptable to the Examiner-in-Charge.

ARTICLE VI

FRONT-LINE MONITORING AND CUSTOMER DUE DILIGENCE SYSTEM

(1) The Bank shall implement and thereafter shall maintain an effective system/tool that provides relationship staff within the Wholesale Banking Group with the ability to update customer due diligence information as necessary, to better understand the customer activities, and to assist in identification of any unusual or suspicious activity to ensure that the Bank continues to comply with regulatory requirements regarding the timely filing of Suspicious Activity Reports (“SARs”), pursuant to 12 C.F.R. § 21.11.

- (2) Management’s implementation of a system/tool shall ensure the following:
- (a) The integrity of data feeding the system/tool;
 - (b) That the system/tool has been sufficiently tailored for the size and complexity of Wholesale Banking Group customers; and
 - (c) Periodic reviews and/or adjustments of monitoring settings and thresholds by a qualified party sufficiently independent of the Wholesale Banking Group.

(3) Once implemented, the Bank shall develop and deliver specialized training on usage of the system/tool for all relationship staff and front line management within the Wholesale Banking Group. The objective of this training will be to facilitate usage of the monitoring system/tool, and to ensure the awareness of relationship staff of their responsibility for compliance with the reporting requirements associated with SARs, pursuant to 12 C.F.R. Part 21, subpart B.

(a) This training program shall be periodically updated and subject to periodic testing by first, second, and third line of defense BSA/AML compliance units.

ARTICLE VII

OVERSIGHT AND GOVERNANCE

(1) Within ninety (90) days of the effective date of this Order, the Bank shall conduct an evaluation of the adequacy of staffing with respect to experience level, specialty expertise regarding BSA/AML, and the number of the individuals employed within the Wholesale Banking Group to ensure sound governance and oversight over all efforts to comply with this Order and strengthen the Wholesale Banking Group's BSA/AML program. The Bank shall conduct quarterly evaluations of the sufficiency of staffing resources within the Wholesale Banking Group. Results of these evaluations shall be included in the reports provided to the Examiner-in-Charge as required by Article II of this Order.

(2) The Bank shall ensure and document that there are clear lines of authority and responsibility for BSA/AML compliance responsibilities within the Wholesale Banking Group (i.e., first line of defense) and within corporate oversight functions (i.e., second and third lines of

defense). The roles and responsibilities of the three lines of defense shall be formally documented as part of the BSA/AML Action Plan required by Article III of this Order.

(3) The Bank shall ensure that senior management and line of business management within the Wholesale Banking Group are accountable for effectively implementing bank policies and procedures, and fulfilling BSA/AML obligations. Specifically, the Bank shall incorporate BSA/AML compliance responsibilities into job descriptions and into the performance evaluation process for all Wholesale Banking Group personnel.

ARTICLE VIII

APPROVAL, IMPLEMENTATION, AND REPORTS

(1) The Bank shall submit the written plans, programs, policies, and procedures required by this Order for review and determination of no supervisory objection to the Examiner-in-Charge within the applicable time periods set forth in Articles III through VII. The Board shall ensure that the Bank submits the plans, programs, policies, and procedures to the Examiner-in-Charge for prior written determination of no supervisory objection. In the event the Deputy Comptroller or Examiner-in-Charge asks the Bank to revise the plans, programs, policies, or procedures, the Bank shall promptly make necessary and appropriate revisions and resubmit the materials to the Examiner-in-Charge for review and determination of no supervisory objection. Upon receiving written notice of no supervisory objection from the Deputy Comptroller or Examiner-in-Charge, the Board shall ensure that the Bank implements and thereafter adheres to the plans, programs, policies, and procedures.

(2) During the term of this Order, the required plans, programs, policies, and procedures shall not be amended or rescinded in any material respect without a prior written determination of no supervisory objection from the Deputy Comptroller or Examiner-in-Charge.

(3) During the term of this Order, the Bank shall revise the required plans, programs, policies, and procedures as necessary to incorporate new, or changes to, applicable legal requirements and supervisory guidelines.

(4) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the plans, programs, policies, and procedures required by this Order.

(5) All communication regarding this Order shall be sent to:

Bradley Linskens
Examiner-in-Charge
National Bank Examiners
343 Sansome Street, Suite 1150
San Francisco, CA 94163

or such other individuals or addresses as directed by the OCC.

ARTICLE IX

OTHER PROVISIONS

(1) Although this Order requires the Bank to submit certain actions, plans, programs, and policies for the review or prior written determination of no supervisory objection by the Deputy Comptroller or the Examiner-in-Charge, the Board has the ultimate responsibility for proper and sound management of the Bank.

(2) If, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him by the several laws of the United States to undertake any action

affecting the Bank, nothing in this Order shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.

(3) This Order constitutes a settlement of the cease and desist proceeding against the Bank contemplated by the Comptroller, based on the practices and violations of law or regulation described in the Comptroller's Findings set forth in Article I of this Order. The Comptroller releases and discharges the Bank from all potential liability for a cease and desist order that has been or might have been asserted by the Comptroller based on the practices and violations described in in Article I of the Order, to the extent known to the Comptroller as of the effective date of the Order. Nothing in the Stipulation or this Order, however, shall prevent the Comptroller from:

- (a) instituting enforcement actions, other than a cease and desist order, against the Bank based on the findings set forth in Article I of this Order;
- (b) instituting enforcement actions against the Bank based on any other findings;
- (c) instituting enforcement actions against the Bank's institution-affiliated parties based on the findings set forth in Article I of this Order, or any other findings; or
- (d) utilizing the findings set forth in Article I of this Order in future enforcement actions against the Bank or its institution-affiliated parties to establish a pattern or the continuation of a pattern.

Further, nothing in the Stipulation or this Order shall affect any right of the Comptroller to determine and ensure compliance with the terms and provisions of the Stipulation and this Order.

(4) This Order is and shall become effective upon its execution by the Comptroller, through his authorized representative whose hand appears below. The Order shall remain effective and enforceable, except to the extent that, and until such time as, any provision of this Order shall be amended, suspended, waived, or terminated in writing by the Comptroller or his authorized representative.

(5) Any time limitations imposed by this Order shall begin to run from the effective date of this Order, as shown below, unless the Order specifies otherwise. The time limitations may be extended in writing by the Deputy Comptroller for good cause upon written application by the Board. Any request to extend any time limitation shall include a statement setting forth in detail the special circumstances that prevent the Bank from complying with the time limitation, and shall be accompanied by relevant supporting documentation. The Deputy Comptroller's decision regarding the request is final and not subject to further review.

(6) The terms and provisions of this Order apply to Wells Fargo Bank, National Association and all its subsidiaries, even though those subsidiaries are not named as parties to this Order. The Bank shall integrate any activities done by a subsidiary into its plans, policies, programs, and processes required by this Order. The Bank shall ensure that its subsidiaries comply with all terms and provisions of this Order.

(7) This Order is intended to be, and shall be construed to be, a final order issued pursuant to 12 U.S.C. § 1818(b), and expressly does not form, and may not be construed to form, a contract binding the Comptroller or the United States. Without limiting the foregoing, nothing in this Order shall affect any action against the Bank or its institution-affiliated parties by a bank regulatory agency, the United States Department of Justice, or any other law enforcement agency.

(8) The terms of this Order, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements, or prior arrangements between the parties, whether oral or written.

IT IS SO ORDERED, this 19 day of November, 2015

/s/Greg Coleman

Greg Coleman

Deputy Comptroller

Large Bank Supervision

**UNITED STATES OF AMERICA
DEPARTMENT OF THE TREASURY
COMPTROLLER OF THE CURRENCY**

In the Matter of:)	
)	
)	
Wells Fargo Bank, National Association)	AA-EC-2015-79
Sioux Falls, South Dakota)	
)	

**STIPULATION AND CONSENT TO THE ISSUANCE
OF A CONSENT ORDER**

WHEREAS, the Comptroller of the Currency of the United States of America (“Comptroller”), based upon information derived from the exercise of his regulatory and supervisory responsibilities, intends to issue a cease and desist order to Wells Fargo Bank, National Association, Sioux Falls, South Dakota (“Bank”), pursuant to 12 U.S.C. § 1818(b), for violations of 12 U.S.C. § 1818(s) and 12 C.F.R. § 21.21(d)(1);

WHEREAS, in the interest of cooperation and to avoid additional costs associated with administrative and judicial proceedings with respect to the above matter, the Bank, through its duly elected and acting Board of Directors (the “Board”), has agreed to execute this Stipulation and Consent to the Issuance of a Consent Order (“Stipulation”), that is accepted by the Comptroller, through his duly authorized representative;

NOW, THEREFORE, in consideration of the above premises, it is stipulated by the Bank that:

ARTICLE I

JURISDICTION

(1) The Bank is a national banking association chartered and examined by the Comptroller pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 *et seq.*

(2) The Comptroller is “the appropriate Federal banking agency” regarding the Bank pursuant to 12 U.S.C. §§ 1813(q) and 1818(b).

(3) The Bank is an “insured depository institution” within the meaning of 12 U.S.C. § 1818(b)(1).

ARTICLE II

CONSENT

(1) The Bank, without admitting or denying any wrongdoing, consents and agrees to issuance of the accompanying Consent Order by the Comptroller.

(2) The terms and provisions of the Consent Order apply to the Bank and all of its subsidiaries, even though those subsidiaries are not named as parties to the Consent Order.

(3) The Bank consents and agrees that the Consent Order shall be deemed an “order issued with the consent of the depository institution” pursuant to 12 U.S.C. § 1818(h)(2), and consents and agrees that the Consent Order shall become effective upon its execution by the Comptroller through his authorized representative, and shall be fully enforceable by the Comptroller pursuant to 12 U.S.C. § 1818(i).

(4) Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the Comptroller may enforce any of the commitments or obligations herein undertaken by the Bank under his supervisory powers, including 12 U.S.C. § 1818(b), and not as

a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the Comptroller has any intention to enter into a contract.

(5) The Bank declares that no separate promise or inducement of any kind has been made by the Comptroller, or by his agents or employees, to cause or induce the Bank to consent to the issuance of the Consent Order and/or execute this Stipulation.

(6) The Bank expressly acknowledges that no officer or employee of the Comptroller has statutory or other authority to bind the United States, the United States Treasury Department, the Comptroller, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the Comptroller's exercise of his supervisory responsibilities.

(7) The Consent Order constitutes a settlement of the cease and desist proceeding against the Bank contemplated by the Comptroller, based on the practices and violations of law described in the Comptroller's Findings set forth in Article I of the Consent Order. The Comptroller releases and discharges the Bank from all potential liability for a cease and desist order that has been or might have been asserted by the Comptroller based on the practices and violations described in Article I of the Consent Order, to the extent known to the Comptroller as of the effective date of the Consent Order. Nothing in this Stipulation or the Consent Order, however, shall prevent the Comptroller from:

- (a) instituting enforcement actions other than a cease and desist order against the Bank based on the findings set forth in Article I of the Consent Order;
- (b) instituting enforcement actions against the Bank based on any other findings;

- (c) instituting enforcement actions against the Bank's institution-affiliated parties based on the findings set forth in Article I of the Consent Order, or any other findings; or
- (d) utilizing the findings set forth in Article I of the Consent Order in future enforcement actions against the Bank or its institution-affiliated parties to establish a pattern or the continuation of a pattern.

Further, nothing in this Stipulation or the Consent Order shall affect any right of the Comptroller to determine and ensure compliance with the terms and provisions of this Stipulation or the Consent Order.

ARTICLE III

WAIVERS

- (1) The Bank, by executing this Stipulation and consenting to the Consent Order, waives:
 - (a) Any and all rights to the issuance of a Notice of Charges pursuant to 12 U.S.C. § 1818(b);
 - (b) Any and all procedural rights available in connection with the issuance of the Consent Order;
 - (c) Any and all rights to a hearing and a final agency decision pursuant to 12 U.S.C. § 1818(b) and (h), 12 C.F.R. Part 19;
 - (d) Any and all rights to seek any type of administrative or judicial review of the Consent Order;
 - (e) Any and all claims for fees, costs, or expenses against the Comptroller, or any of his agents or employees, related in any way to this enforcement

matter or the Consent Order, whether arising under common law or under the terms of any statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412;

- (f) Any and all rights to assert this proceeding, this Stipulation, consent to the issuance of the Consent Order, and/or the issuance of the Consent Order, as the basis for a claim of double jeopardy in any pending or future proceeding brought by the United States Department of Justice or any other governmental entity; and
- (g) Any and all rights to challenge or contest the validity of the Consent Order.

ARTICLE IV

ELIGIBLE BANK – OTHER PROVISIONS

- (1) As a result of the Consent Order:
 - (a) The Bank is an “eligible bank” pursuant to 12 C.F.R. § 5.3(g)(4) for the purposes of 12 C.F.R. Part 5 regarding rules, policies and procedures for corporate activities, unless otherwise informed in writing by the Office of the Comptroller of the Currency (“OCC”);
 - (b) The Bank is not subject to the limitation of 12 C.F.R. § 5.51(c)(6)(ii) for the purposes of 12 C.F.R. § 5.51 requiring OCC approval of a change in directors and senior executive officers, unless otherwise informed in writing by the OCC;
 - (c) The Bank is not subject to the limitation on golden parachute and indemnification payments provided by 12 C.F.R. § 359.1(f)(1)(ii)(C) and

12 C.F.R. § 5.51(c)(6)(ii), unless otherwise informed in writing by the OCC;

- (d) The Bank’s status as an “eligible bank” remains unchanged pursuant to 12 C.F.R. § 24.2(e)(4) for the purposes of 12 C.F.R. Part 24 regarding community and economic development, unless otherwise informed in writing by the OCC; and
- (e) The Consent Order shall not be construed to be a “written agreement, order, or capital directive” within the meaning of 12 C.F.R. § 6.4, unless the OCC informs the Bank otherwise in writing.

ARTICLE V

CLOSING

(1) The provisions of this Stipulation and the Consent Order shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any other action affecting the Bank if, at any time, he deems it appropriate to do so to fulfill the responsibilities placed upon him by the several laws of the United States of America.

(2) Nothing in this Stipulation or the Consent Order shall preclude any proceedings brought by the Comptroller to enforce the terms of the Consent Order, and nothing in this Stipulation or the Consent Order constitutes, nor shall the Bank contend that it constitutes, a release, discharge, compromise, settlement, dismissal, or resolution of any actions, or in any way affects any actions that may be or have been brought by any other representative of the United States or an agency thereof, including, without limitation, the United States Department of Justice.

(3) The terms of this Stipulation, including this paragraph, and of the Consent Order are not subject to amendment or modification by any extraneous expression, prior agreements or prior arrangements between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller as his representative, has hereunto set his hand on behalf of the Comptroller.

/s/Greg Coleman

Nov. 19, 2015

Greg Coleman
Deputy Comptroller
Large Bank Supervision

Date

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of Wells Fargo Bank, National Association, have hereunto set their hands on behalf of the Bank.

/s/John G. Stumpf (Chair)
John G. Stumpf (Chair)

November 17, 2015
Date

/s/Lloyd H. Dean
Lloyd H. Dean

November 17, 2015
Date

/s/Enrique Hernandez, Jr.
Enrique Hernandez, Jr.

November 17, 2015
Date

/s/Cynthia H. Milligan
Cynthia H. Milligan

November 17, 2015
Date

/s/James H. Quigley
James H. Quigley

November 17, 2015
Date

/s/Judith M. Runstad
Judith M. Runstad

November 17, 2015
Date

/s/Stephen W. Sanger
Stephen W. Sanger

November 17, 2015
Date